



If you have chosen to purchase a Trailer Care™ membership and receive roadside assistance for your boat and towing vehicle the following applies.

This is the Trailer Care Membership Agreement, with updates on seatow.com.

How to Contact Sea Tow for Assistance:

- Call our 24/7 National Dispatch Center at **800-4-SEATOW (800-473-2869)**;
- Use the Sea Tow Mobile App

IN EMERGENCY SITUATIONS:
ALWAYS CALL 911 FIRST



TRAILER CARE™

TRAILER CARE MEMBERSHIP AGREEMENT

Terms and Their Meanings

The following terms are defined in order to help members understand the privileges that a Trailer Care membership offers when applied in this Agreement and when services are requested.

Roadside Assistance: Non-emergency assistance provided to a vehicle or trailer *disabled* along the side of an accessible road.

Disabled Towing Vehicle: A vehicle, that while being operated, has been rendered incapable of proceeding under its own power and is in need of assistance.

Disabled Trailer: Any recreational trailer, that while being hauled by a vehicle, has been rendered incapable of being moved due to mechanical failure.

Fuel Delivery: Delivery of gasoline or diesel fuel to a *disabled* towing vehicle to remedy the disablement.

Incident: Any event or series of events arising from the same occurrence that rendered the towing vehicle and/or trailer *disabled*. An *incident* is deemed ongoing until it is shown to be cured.

Jump start: Starting a *disabled* vehicle's engine by attaching an external power supply to the starting circuit to remedy the disablement.

Note: All defined terms are shown in italicized print.

Membership Programs

Trailer Care Marine applies to all recreational marine trailers* owned by or registered to the member.

Trailer Care Universal applies to all recreational trailers* owned by or registered to the member.



Service Privileges

The member will receive *roadside assistance* for the *disabled trailer* and/or *disabled* towing vehicle when away from its normal storage location. When conditions permit, and as an alternative to towing, the service provider may elect to make minor repairs or adjustments to the trailer or towing vehicle on scene. If the service provider makes the assessment that the disablement cannot be resolved on scene, the trailer will be towed to the nearest repair facility or safe location subject to the member's instruction.

Services for the towing vehicle are limited to *roadside assistance* for flat tires, ** *jump starts*, lockout service & *fuel delivery*.

Services are covered up to \$300 per *incident* and do not cover the cost of parts or fuel. Direct payment to the service provider will be made when available up to coverage limits. The member is responsible for any remaining balance to the service provider. All other member requests will be reimbursed up to the coverage limits per this agreement.

*Vehicles and trailers used for commercial purposes, as well as mobile homes, travel trailers and campers are not covered.

**Flat Tires: The member will receive a service replacement of the defective tire with the vehicle's spare. The service provider may elect to deliver a new tire, if necessary and reasonably possible, at the member's expense.

Exclusions, Limitations and Reservations

Activation: All memberships activate 24 hours from receipt of payment. Any expired membership will have a reactivation period of 24 hours once payment is received. Membership privileges expire with membership expiration.

Emergency Situation: Any situation requiring immediate assistance by emergency personnel. Trailer Care does not handle calls of this nature. In such circumstance, members will be directed to call 911.

Extrication or Winching Service: A trailer, or boat and trailer combo, will only be extricated when it can be safely reached and extracted from a normally traveled road or established thoroughfare.

Jump starts: For safety reasons, service providers will provide battery *jump starts* when safe and reasonably practical. If a *jump start* cannot be performed safely, the service provider may elect to tow the member's trailer or towing vehicle to a location where the situation can be remedied.

Membership Cancellation: Sea Tow and Trailer Care reserve the right to immediately cancel any membership at any time for abuse of privileges without reimbursement. This includes, without limitation, misrepresentation of trailer or towing vehicle condition, excessive towing, fraud, intoxicated operation, lack of upkeep and care of the trailer or towing vehicle, or abuse of Sea Tow personnel.

Membership Refunds and Transfers: Full refunds will be provided in the instances of Automatic Renewal charges refund requests made within 30 days of renewal and provided no membership services have been rendered in the interim. In all other cases, Trailer Care membership is non-refundable, but any remaining term on the membership is transferable by the member upon written notice to Sea Tow International.

Other Towing Services: In instances in which member obtains a service provider other than through the program,

that member will only be reimbursed for services that have been provided by a properly licensed professional tow service. A copy of the paid invoice with the provider's company name must be submitted for reimbursement. Trailer Care is not responsible for the actions of providers that have no pre-existing written contractual relationship with Trailer Care.

Pre-Existing Problems: Member represents and warrants that his/her towing vehicle and trailer(s) have been and will be reasonably maintained and in reasonable working order upon application and during his/her membership term. Therefore, pre-existing problems are not covered by the membership.

Proof of Ownership: Evidence of ownership of trailer or towing vehicle by state registration, title or other legal documentation of ownership must be provided at the time of service. If such evidence is unavailable at the time of service the *incident* will be treated as non-covered and charges may be incurred if proof of ownership is not provided to Sea Tow and Trailer Care within 24 hours of service.

Reimbursement: Requests for reimbursement must be submitted within 60 days of the *incident* in order to be considered for reimbursement. Receipts submitted for reimbursement must include: the specific date of service, detail of services provided and the duration of service in order to be considered for reimbursement. Repairs received post *roadside assistance* are not covered under the Trailer Care membership benefits. For reimbursement the invoice or a legible copy must be emailed to trailer@seatow.com or mailed to: Sea Tow Trailer Care, PO Box 1178, Southold, NY 11971.

- Members are limited to one act of service per incident.
- Services provided are not part of an insurance policy and do not provide for any liability or damages arising out of injury to persons or property.
- Cost of services varies by the service provider and should be discussed and agreed upon prior to services being rendered. Sea Tow is not responsible for disputes arising over costs of services.
- Response times will vary from area to area.
- Response is not guaranteed within a designated period of time.
- Repairs related to the *incident* that occur after the roadside assistance, or delivery of the trailer to a repair facility or safe location, are not covered.
- **Service Provider's Right to Decline Service:** In order for services to apply, member is required to maintain the towing vehicle or trailer on regularly traveled roads or highways. Thus, where the *incident* occurs at a location where service is not immediately practical, possible or safe (including but not limited to, a beach, unpaved seasonal road, in a field, creek bed, or in a restricted area), service provider may decline to provide services. Should the service provider elect to proceed, the charges for the labor and equipment required to get the trailer back on the road are at the member's expense. If access to the trailer is blocked, or if the trailer is completely submerged, service can be rendered only after the trailer is rendered accessible, and service provider is not required to put such trailer in an accessible position.
- This Agreement is entered into in New York, and New York law applies. Members may only raise a claim concerning or arising under this Agreement in the Courts of the State of New York.

Liability

Reliable and competent service providers will be sought to deliver *roadside assistance* services in the event of an incident. Service providers are independent contractors and Sea Tow assumes no liability for their acts or omissions. Sea Tow is not responsible for any actual, consequential, incidental, or other damages that may result from the acts or omissions of such service providers, or any defects or deficiencies in the goods or services provided. Such liability is the sole responsibility of the service provider and must be promptly reported to the service provider by the member.